

CLERK US DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED

UNITED STATES DISTRICT COURT 2017 OCT 11 PM 3:18

for the

Northern District of Texas

DEPUTY CLERK

Dallas Division

Case No. **317 - CV 2794 - G**
(to be filled in by the Clerk's Office)

Tracy Oden

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

Infosys Limited

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

COMPLAINT FOR A CIVIL CASE

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Tracy Oden
Street Address	7825 Heathrow Dr.
City and County	Irving, Dallas County
State and Zip Code	75063
Telephone Number	678-847-1225
E-mail Address	tracy.oden@outlook.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	David D. Kennedy
Job or Title <i>(if known)</i>	Executive Vice President, General Counsel
Street Address	4009 Miranda Ave.
City and County	Palo Alto, Santa Clara County
State and Zip Code	94304
Telephone Number	(650) 320-4200
E-mail Address <i>(if known)</i>	

Defendant No. 2

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 3

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

Defendant No. 4

Name	
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☐ Federal question

☒ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

B. If the Basis for Jurisdiction Is Diversity of Citizenship**1. The Plaintiff(s)****a. If the plaintiff is an individual**

The plaintiff, *(name)* Tracy Oden, is a citizen of the
State of *(name)* Texas.

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated
under the laws of the State of *(name)* _____,
and has its principal place of business in the State of *(name)* _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)**a. If the defendant is an individual**

The defendant, *(name)* _____, is a citizen of
the State of *(name)* _____. Or is a citizen of
(foreign nation) _____.

b. If the defendant is a corporation

The defendant, (name) Infosys Limited, is incorporated under the laws of the State of (name) _____, and has its principal place of business in the State of (name) _____.
Or is incorporated under the laws of (foreign nation) India, and has its principal place of business in (name) California.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

Estimation would be more than \$1,000,000 to include lost wages, future wages, lost guaranteed bonus, damages to reputation, emotional pain and anguish, punitive damages and attorney's fees.

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

See Exhibit A

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

See Exhibit A

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: _____

10-11-17

Signature of Plaintiff

Printed Name of Plaintiff

Tracy Oden

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

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Plaintiff, Tracy Oden v. Defendant, Infosys Limited
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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In the Matter of:

TRACY ODEN,

Plaintiff

v.

INFOSYS LIMITED,

Defendant

Case # _____

WRONGFUL TERMINATION COMPLAINT AND JURY DEMAND

Plaintiff Tracy Oden, complaining of Infosys Limited, would show as follows:

1. Plaintiff is an individual.
2. Defendant is a corporation, incorporated under the laws of India and has its principal place of business in Palo Alto, CA., and may be served with summons through any officer or managing agent at 4009 Miranda Ave, Palo Alto, CA, 94304 or may be served with summons through any officer or managing agent at Vedder Price P.C. c/o Patrick W. Spangler or Michelle T. Olson at 222 North LaSalle Street Chicago, Illinois 60601.

Jurisdiction

3. This Court has jurisdiction over this suit under 28 U.S.C. §1332 Diversity of Citizenship.

Venue

4. Venue is proper under 28 U.S.C. §1332 Diversity of Citizenship because Defendant transacts business in this District and Division and the acts and

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omissions on which this action is based occurred while Plaintiff lived in this District and Division and was employed by Defendant in this District and Division.

Facts

5. Tracy Oden (hereinafter referred to as Plaintiff) is a former employee of Infosys Limited. Plaintiff held the title of Sr. Practice Engagement Manager in the Salesforce (Customer Relationship Management) Practice, a level 7A entry level executive position. Plaintiff is a senior level CRM consulting professional. Plaintiff resides in Irving (Dallas County) Texas.
6. Plaintiff is founder of a startup product research, development and commercialization firm. Plaintiff owned the company prior to becoming employed with Infosys Limited and continues to operate the company. Plaintiff self-finances the company through her salary earned through employment.
7. Plaintiff owns a United States patent for a Professional Services Architecture. Plaintiff owned the patent prior to becoming employed with Infosys Limited. Plaintiff applied for the patent in 2005 and was awarded the patent in 2014. Plaintiff's patented architecture can be commercialized in various ways minimally to include: a.) Software. Software can be developed using the architecture as its design model backbone. b.) Systems Architecture. A professional services organization can integrate various systems to enable a sales and delivery platform to perform the architecture's capabilities. c.) Platform as a Service. The architecture can be commercialized to enable Independent Software Vendors to build applications from the architecture's telephony, unified communications, productivity and/or business model objects, processes and/or technical services from the architecture. There are other commercialization models that can be employed as well.

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8. Platform as a Service is a cloud computing services category in which a platform (also known as an architecture) allows customers to develop, run, and manage applications without the complexity of building and maintaining the infrastructure typically associated with developing and launching an application.
9. Infosys Limited (hereinafter referred to as Defendant) is an Indian multinational corporation that provides business consulting, information technology and outsourcing services. It is headquartered in Bengaluru, India and does business in the United States.
10. In February 2016, Plaintiff began a nearly four month employment hiring process with Defendant to become employed in Defendant's Salesforce Practice, a CRM consultancy group. The process was expansive and included multiple job interviews, multiple company-required and initiated electronic job applications, several exhaustive background checks to include a social networking background check, a 'No Conflict of Interest Statement', wage negotiations and declaration of previously owned Intellectual Property. The employment hiring process concluded with an Offer of Employment on April 4, 2016.
11. Salesforce (previously known as Salesforce.com) is a cloud computing Customer Relationship Management enterprise software company. Salesforce was founded in 1999. The company commercializes what is known as the Customer Success Platform to tie together the company's CRM product offerings to include sales, service, marketing, analytics, community, and mobile apps. The company also enables independent software developers to use its Customer Success Platform to develop commercial products that can be sold to the general public on the company's application marketplace known as the App Exchange.
12. Salesforce facilitates a Consulting partner and an Independent Software Vendor (ISV) partnership program. The consulting partner program enables

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consulting organizations such as Defendant to provide technical or business consulting services around its Customer Success Platform products. The ISV program enables independent software developers such as Plaintiff to develop software products using object components and services from Salesforce's Customer Success Platform. By using object components and services; the ISV is able to create independent software products that can be sold and marketed via the Salesforce App Exchange.

13. Plaintiff is an ISV partner of Salesforce. Plaintiff was an ISV partner prior to becoming a Defendant employee.
14. Defendant is a consulting partner of Salesforce.com. Defendant was a consulting partner prior to Plaintiff becoming a Defendant employee.
15. Plaintiff currently has several software products geared toward various professional services industries derived from Plaintiff's architecture patent. Plaintiff also has a Platform as a Service offering likewise derived from the patent in Plaintiff's company's development pipeline.
16. Plaintiff's first software product, derived from the patent, was originally scheduled in market in 2016 on the Salesforce App Exchange targeting the Systems Integration, Management Consulting and Staffing professional services industries. The initial product called RealTime PSO is now scheduled in market in second quarter 2018.
17. Plaintiff's second product called Realtime Telehealth targets the healthcare professional services market and is likewise in the development pipeline. RealTime Telehealth was scheduled in market on the Salesforce AppExchange in 2017. It too has been delayed. The Plaintiff applied for the software product's internet domain prior to becoming employed by Defendant.
18. The Plaintiff's commercialization plans include selling and marketing RealTime PSO and RealTime Telehealth as well as other software products

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derived from the architecture on the Salesforce App Exchange, other software product marketplaces as well as Plaintiff's company's own Platform as a Service offering.

19. Plaintiff's software development pipeline efforts for RealTime PSO, RealTime Telehealth, the Plaintiff's Platform as a Service offering as well as other products derived from the patented architecture was underway prior to becoming a Defendant employee.
20. The Plaintiff company commercialization plans were in place and being executed prior to becoming a Defendant employee.
21. Plaintiff had begun marketing for RealTime PSO as well as the patented architecture on social networks such as LinkedIn and YouTube prior to becoming a Defendant employee.
22. The interview process between Plaintiff and Defendant began in or around the end of the first week in January or February of 2016.
23. On February 4, 2016, Plaintiff had several rounds of in-person interviews with various Defendant employees including HR.
24. During February 4, 2016 interviews with Defendant employees and HR, Plaintiff was asked questions regarding her company to include the nature of her company, patent and products as well as reason for interest in joining Defendant. Plaintiff responded by explaining that Plaintiff's company is a research, development and commercialization firm. The company specializes in creating disruptive products. Plaintiff stated that the reason for joining Defendant is because Plaintiff did not have venture capital and that Plaintiff funded company by earning a salary through employment. Plaintiff explained that she needed to return to work.
25. On February 29, 2016, during the employment hiring process and prior to being offered employment, Defendant required Plaintiff to submit a 'No

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Conflict of Interest Statement' via email confirming that there would not be a Conflict of Interest in Plaintiff working with Defendant and that Plaintiff's clients and responsibilities with Defendant will come before those of Plaintiff's start-up company and Plaintiff's professional loyalty would be towards Defendant.

26. On February 29, 2016, during the employment hiring process and prior to being offered employment, Plaintiff responded to Defendant certifying that Plaintiff did not have a conflict of interest with Defendant and that Plaintiff's private company was not a CRM consultancy and that Plaintiff's private company did not have any CRM clients past or present that would conflict with Defendant. Plaintiff also confirmed that she would dedicate herself to Defendant 100% during the duration of her employment.
27. On April 4, 2017, Plaintiff accepted the offer for employment and returned a signed Offer Letter package to Defendant along with Offer Letter Attachments; which minimally included, a 'List of Prior Inventions and Original Works of Authorship' in which Plaintiff declared a previously owned patent, a signed agreement to participate in company's Bonus Plan and a signed Mutual Arbitration Agreement.
28. Plaintiff was informed that her direct manager would be Srinivas Kamadi, Vice President, Head Enterprise Integration Services & Cloud Applications.
29. Plaintiff was awarded an annual salary of \$175, 790 in the accepted offer. In addition to the annual salary, Plaintiff's bonus should have totaled \$94,663 of which 50% was guaranteed after 6 months of employment with the remaining 50% based on performance. To be eligible for the 50% guaranteed bonus, the Plaintiff must have been on the rolls of the company on the last day of the evaluation period under consideration. The Plaintiff's total compensation package totaled \$270,453.
30. On April 11, 2016, Plaintiff's first day of employment began.

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31. Plaintiff participated in new hire orientation during the week of April 11, 2016. Plaintiff learned of Defendant's Conflict of Interest Policy requiring employees to disclose to HR or other authorities in the company of a known conflict of interest. Plaintiff was not aware of any conflict of interest involving Plaintiff because Plaintiff had already disclosed her ownership of a product company during the hiring process and was awarded the position; therefore, no conflict of interest existed.
32. Plaintiff was informed, within a few days of hire, by Deepak Hangal a Senior Practice Engagement Manager and a lateral employee; that he was appointed by Srinivas Kamadi to be Plaintiff's direct manager. Srinivas Kamadi agreed that this was so.
33. Plaintiff was appointed the responsibility to manage several consulting industries knows as domains within the Salesforce practice by Deepak Hangal. One of the domain's Plaintiff was responsible for was healthcare. Assignments were not based upon industry expertise but assigned randomly or as per request.
34. Plaintiff was contacted by Karthik Nagarajan, a Salesforce Practice Architect, approximately two months, give or take, of Plaintiff being employed by Defendant. Karthik Nagarajan was based offshore in India, at the time, and was one of two architects employed by the Salesforce practice. Karthik Nagarajan wanted to inform Plaintiff about a product he was in the process of developing as a works made for hire for Defendant. The product is called CarePlus. CarePlus is a healthcare software product Karthik Nagarajan wanted to pitch to Plaintiff for her opinion and buy-in. Karthik Nagarajan ultimately wanted Plaintiff to help pitch the idea to Salesforce Practice leadership to further commercialization discussions. Karthik Nagarajan envisioned commercializing CarePlus as a software product as well as a Care as a Service solution for which the company could sell subscription product licensing as well as perform professional services around.

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35. Plaintiff's understanding of the CarePlus product as well as Plaintiff's understanding of Plaintiff's patent led Plaintiff to believe that the CarePlus product infringes her architecture patent.
36. Plaintiff was unaware that Defendant was in the business of development of software products for general sales and commercial distribution (commercialization) prior to becoming employed by Defendant.
37. Plaintiff was unaware that Defendant had a product called CarePlus prior to becoming an employee of Defendant.
38. Defendant was aware of Plaintiff's research, development and commercialization company prior to Plaintiff being offered a job with Defendant.
39. Defendant was aware of Plaintiff's patent prior to Plaintiff being offered a job with Defendant.
40. Defendant was aware of Plaintiff's RealTime PSO product prior to being offered a job with Defendant.
41. Defendant was aware that Plaintiff had other products in Plaintiff's pipeline that was being derived from Plaintiff's patent.
42. Defendant never communicated to Plaintiff throughout the hiring process that Defendant was developing a software product or any product for commercialization. Commercialization of software is not a normal business practice for a consultancy such as Defendant.
43. Plaintiff verbally informed Deepak Hangal about Plaintiff's conversation with Karthik Nagarajan. Deepak Hangal informed Plaintiff that he and others in the Salesforce practice was already aware of the CarePlus product. He also informed Plaintiff that the Salesforce practice was looking for ways to monetize and commercialize the product.

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44. Plaintiff verbally informed Deepak Hangal about the infringement impact Plaintiff believed CarePlus had on Plaintiff's patent and asked Deepak to coordinate a meeting with management to discuss. Deepak Hangal informed Plaintiff of his intention to forward Plaintiff's concerns to Srinivas Kamadi.
45. Plaintiff, to avoid insubordination, began to work with Karthik Nagarajan and members of the Business Development team at the request of Salesforce practice management in attempting to garner support to commercialize CarePlus; but without participating in and learning of trade secrets (i.e., pricing models, customers, etc.,) to avoid a conflict of interest. CarePlus fell under the direct domain authority of Plaintiff.
46. Defendant employee Yogesh (last name unknown), Salesforce Offshore Staffing Manager, at the request of several Business Development employees and with the approval of Plaintiff's management asked Plaintiff to use Plaintiff's personal company's professional relationships to find contract resources to staff engagements that Plaintiff was responsible for. Defendant had engagements already in existence prior to Plaintiff joining Defendant's company that Defendant could not staff with Defendant employees because Defendant did not have enough employees in the Salesforce practice in the United States to fulfill the commitments Defendant had promised its customers prior to Plaintiff joining the company. Defendant commonly had a tremendous lag in time from the contractual start date of existing projects to the actual arrival and clearance of offshore resources to arrive in the US because of visa issues. Plaintiff reluctantly agreed to the Defendant's requestors to avoid insubordination, but chose privately not to use a company for which she had a personal professional relationship because she did not wish to commit a conflict of interest.
47. Plaintiff did not obtain any type of response from Srinivas Kamadi or Deepak Hangal after waiting approximately two weeks to address patent concerns.

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Plaintiff, once again, verbally asked Deepak Hangal to arrange a meeting between Plaintiff and Srinivas Kamadi to discuss Plaintiff's patent matter.

48. Plaintiff again waited approximately another two weeks. Plaintiff did not obtain any type of response from Srinivas Kamadi or Deepak Hangal.
49. On Monday, July 18, 2016, Plaintiff eventually constructed an email that was sent to Deepak Hangal. The goal in constructing the email was to ensure that Deepak Hangal and Srinivas Kamadi would: a.) address the CarePlus v. Plaintiff patent issue b.) ensure that Defendant's HR would eventually be informed of the issue. c.) obtain a meeting to discuss the CarePlus v. Plaintiff patent issue and identify how the matter could be resolved without impact to Plaintiff's employment. d.) ensure that Defendant was aware that Plaintiff did not wish to enter into any implied patent assignment agreement. e.) inform HR of Defendant's potential conflict of interest with Plaintiff's patent in line with corporate policy.
50. Deepak Hangal or Srinivas Kamadi did not reply to the email's request for a meeting throughout the remainder of July 2016.
51. Plaintiff asked Deepak Hangal, in approximately the first week of August 2016, if the meeting requested would take place. Deepak Hangal informed the Plaintiff that "she should have remained silent." Deepak Hangal said that the patent matter was now in the hands of HR, legal and senior executives in the company. Deepak Hangal informed Plaintiff that he would let Plaintiff know next steps as soon as he became aware. Plaintiff informed Deepak Hangal that she was forced to communicate the patent issue because it would have future detrimental impact to Plaintiff and Plaintiff's company if she had not.
52. Plaintiff drafted another email to Deepak Hangal and Human Resources after the approximate first week of August verbal conversation with Deepak Hangal. The purpose of the email was to inform management and Human Resources that Plaintiff did not wish to support the CarePlus product.

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53. On approximately August 22, 2016, Plaintiff received an invite to participate in a conference call with HR and Deepak Hangal to be held on August 26, 2016. Plaintiff believed the meeting was to discuss the CarePlus v. Plaintiff patent issue as she requested.
54. The conference call meeting took place on August 26, 2016 as scheduled. Plaintiff discovered during the meeting that the scope of the meeting was to terminate Plaintiff. Plaintiff was fired On August 26, 2016. Plaintiff secretly recorded the telephone call.
55. Plaintiff performance was deemed good or excellent up until the time of termination. Plaintiff never received any indication verbally or in any other official capacity such as a warning, write up, etc., to indicate otherwise from Deepak Hangal, Srinivas Kamadi or any others in her management hierarchy.
56. Defendant contends that Plaintiff was fired for conflict of interest and was at fault.
57. Plaintiff contends that Plaintiff was not fired for conflict of interest but because Defendant fraudulently induced Plaintiff into employment to fraudulently induce assignment of Plaintiff's patent. Additionally, Defendant was the party attempting to initiate conflicts of interest with Plaintiff after fraudulently induced employment as described in the facts above.

CLAIMS

58. CAUSE OF ACTION 1 – UNDER THE TEXAS COMMON LAW SABINE PILOT DOCTRINE FOR DISCHARGE OF AN EMPLOYEE FOR REFUSING TO PERFORM AN UNLAWFUL ACT.

As described in the Facts above, Plaintiff was fired solely due to Plaintiff's refusal to carry out an unlawful act in violation of the Sabine Pilot doctrine. The elements of the cause of action for terminating an employee for refusing to commit an unlawful act are set forth in *Sabine Pilot Service, Inc. v. Hauck*,

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687 S.W.2d 733 (1985). To establish this claim, a Plaintiff under Sabine Pilot must prove: a.) that the employee was terminated b.) for the sole reason c.) that the employee refused d) to commit an unlawful act. The facts of this case specifically meet this requirement. Plaintiff was fired for refusing to be complicit in actively inducing infringement of a patent under 35 U.S.C. §271(b) in line with the U.S. Supreme Court issued decision in *Global-Tech Appliances, Inc. v. SEB S.A.*, Defendant knew that the acts it induced constituted patent infringement. Defendant acted with “deliberate indifference to a known risk” that a patent exists. Defendant also acted with “willful blindness” knowing that there is a high probability that a patent exists and then took deliberate actions to avoid the fact. Plaintiff is accordingly entitled to relief in the form of back and future lost wages, payment of unpaid guaranteed bonus as well as damages for emotional and mental anguish, compensation for any special damages, prejudgment interest, attorney's fees, and costs of court.

**59. CAUSE OF ACTION 2 – FRAUDULENT MISREPRESENTATION
(FRAUD BY OMISSION OR FRAUDULENT CONCEALMENT)**

As described in the Facts above, Plaintiff was fraudulently induced into employment by Defendant in order to actively induce infringement of a patent through an ‘implied’ patent assignment based on ‘silence’. Unbeknownst to Plaintiff during the hiring process, Defendant, a multinational corporation that provides business consulting, information technology and outsourcing services was in the process of developing and planning to commercialize a software product called CarePlus; an activity not custom to the trade for the Defendant’s nature of business. The Defendant intentionally and knowingly omitted a material fact that it had a software product being developed for commercialization. The Defendant knew the Plaintiff was ignorant of the fact and that the Plaintiff did not have an equal opportunity to discover the truth. The Defendant intentionally and knowingly omitted this fact throughout Plaintiff’s extensive hiring process although the Defendant was more than

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aware of Plaintiff's private research, development and commercialization company, patent and that Plaintiff has various products under development derived from patent. Defendant also ran extensive background checks on Plaintiff to include reviewing Plaintiff's company website as well as social networking page on LinkedIn. Defendant required Plaintiff to write a 'No Conflict of Interest Statement' as a result of knowledge of Plaintiff's company, patent and products. The no conflict statement was requested by Defendant to help the Defendant identify if a conflict existed for the sole reason to determine whether the Plaintiff would be able to move forward in the hiring process or be excluded as a candidate. Plaintiff informed Defendant, in the no conflict statement, that Plaintiff's private company was "not a CRM consultancy" and informed the Defendant that no conflict existed. Defendant had a duty to disclose to Plaintiff that Defendant had a software product being prepared for commercialization so that Plaintiff and Defendant could further investigate if a conflict of interest 'truly' existed prior to Plaintiff accepting the employment offer. This did not occur. Instead, Defendant did not disclose any software product being commercialized. Defendant intentionally did not communicate this material fact knowing that commercialization of software was 'directly' in conflict with the nature of Plaintiff's private company and should have excluded Plaintiff as an employment candidate or, at minimum, should have enabled Plaintiff and Defendant to take a closer look at Defendant's and Plaintiff's products to determine if a conflict existed and if exclusion of Plaintiff as a candidate should occur. Plaintiff would not have accepted employment with Defendant had Defendant disclosed the fact that Defendant was in the business of developing and commercializing software without further inspection of Defendant's software to discover if a conflict existed. Under no uncertain terms would Plaintiff have accepted the offer of employment from Defendant had Plaintiff discovered there was a conflict or the Defendant's software could be considered as infringing Plaintiff's software. Plaintiff relied on Defendant's nondisclosure. Plaintiff was severely

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injured by Defendant. Plaintiff was induced into employment, wrongfully terminated, lost wages and must now partake in extensive and costly patent litigation for which Defendant knows Plaintiff cannot afford. Plaintiff is accordingly entitled to relief in the form of lost wages the Plaintiff would have earned had Plaintiff accepted another position with a similar consultancy with a similar salary as well as damages for emotional and mental anguish, compensation for any special damages, prejudgment interest, attorney's fees, and costs of court.

60. CAUSE OF ACTION 3 – FRAUDULENT MISREPRESENTATION.

As described in the Facts above, in addition to fraudulently inducing Plaintiff into employment to gain illegal assignment of Plaintiff's patent; Defendant was responsible for paying Plaintiff a guaranteed bonus in line with the Defendant's Bonus Plan. The Plaintiff's performance was good throughout the duration of Plaintiff's employment. The Defendant used Plaintiff's professional knowledge and experience and then terminated Plaintiff shortly before Plaintiff was eligible to receive the guaranteed bonus; thereby fraudulently representing a bonus payout Defendant never intended to pay. Plaintiff is entitled to relief in the form of \$47,331.00.

61. CAUSE OF ACTION 4 – CORPORATE NONFEASANCE, MISFEASANCE AND/OR MALFEASANCE.

As described in the Facts above, Defendant committed nonfeasance. The Defendant failed to act where action was required to immediately attempt to resolve the patent infringement matter when Plaintiff requested on numerous occasions, with no action from Defendant, to meet with managers and/or HR to discuss the CarePlus product and the impact the product had on the Plaintiff's patent. Defendant also committed misfeasance by willfully and inappropriately making a decision to intentionally move forward with inducing infringement of Plaintiff's patent knowing that the Plaintiff made Defendant aware that a patent existed. Defendant also willfully and

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intentionally injured Plaintiff, as described in the facts above, committing malfeasance. Plaintiff is entitled to relief in the form of emotional and mental anguish, punitive damages, compensation for any special damages, prejudgment interest, attorney's fees, and costs of court.

62. CAUSE OF ACTION 5 – UNJUST ENRICHMENT. As described in the Facts above, Defendant is willfully and recklessly attempting to profit off of Plaintiff without making restitution for the reasonable value of Plaintiff's intellectual property. Defendant has refused to cease and desist in the development and commercialization of its CarePlus product. Defendant is also not interested in properly licensing usage of Plaintiff's patent to avoid infringement. Plaintiff is entitled to injunctive relief to halt further development and commercialization of Defendant's CarePlus product until an infringement ruling can be made in an intellectual property court of law. Without the injunction; Defendant will earn profits derived from CarePlus that would belong to Plaintiff.

63. CAUSE OF ACTION 6 – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.

As described in the Facts above, Plaintiff was fraudulently induced into employment by Defendant in an attempt to induce illegal assignment of Plaintiff's patent through an 'implied' patent assignment based on 'silence'. Defendant also made a statement that Plaintiff should have 'remained silent' about Defendant's attempted illegal assignment of Plaintiff's intellectual property rights in order to remain employed. Had Plaintiff remained silent, Plaintiff would have given Defendant an implied assignment. By speaking up, Plaintiff was terminated unlawfully. The Defendant acted intentionally or at minimum recklessly in inducing Plaintiff into employment to induce illegal assignment of Plaintiff's patent. The Defendant's conduct was extreme and outrageous, Plaintiff suffered emotional distress as a result and continues to do

EXHIBIT A:

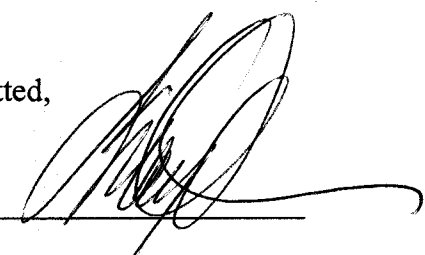
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so because Plaintiff has refused to cease and desist infringement of Plaintiff's patent and has threatened to use its global power to void her patent. The emotional distress Plaintiff is experiencing is extreme because of the loss of employment, loss of salary because of the loss of employment which prohibits the continuation of commercialization of her own products and the legal costs, in which Plaintiff does not have, associated with defending her patent against a multinational conglomerate that intentionally inflicted the legal injury. Plaintiff is accordingly entitled to relief as the court deems appropriate.

64. Plaintiff requests a jury.

Respectfully submitted,

By: /s/Tracy Oden


Tracy Oden, Plaintiff (pro se)
7825 Heathrow Dr.
Irving, TX 75063
T: 678-847-1225

Dated: 10-11, 2017

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CERTIFICATE OF SERVICE

I certify that on the ____ day of October, 2017, I served a true copy of this document on the following by email and one (1) hard copy to:

Name of Party or Party's attorney of record or agent:

1. Patrick W. Spangler
Vedder Price P.C.
2. Michelle T. Olson
Vedder Price P.C.

Date and time email sent:

October __, 2017 __ AM/PM CST

Email address:

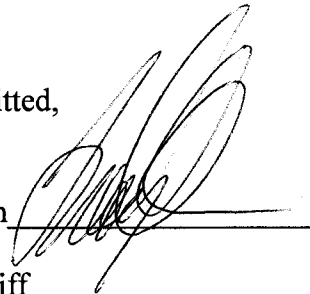
molson@vedderprice.com
pspangler@vedderprice.com

Mailing Address:
Vedder Price P.C.
222 North LaSalle Street Chicago, Illinois 60601
T: +1 312 609 7500

Respectfully submitted,

By: /s/Tracy Oden

Tracy Oden, Plaintiff



Tracy Oden
7825 Heathrow Dr.
Irving, TX 75063
T: 678-847-1225

Dated: October 11, 2017

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

RECEIVED
OCT 11 2017
CLERK U.S. DISTRICT COURT
NORTHE IN DISTRICT OF TEXAS

I. (a) PLAINTIFFS**DEFENDANTS**

Tracy Oden

Infosys Limited

317 - CV 2794 - G

(b) County of Residence of First Listed Plaintiff **Dallas County, TX**
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant **Santa Clara County, CA**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)
Tracy Oden (pro se)
7825 Heathrow Dr., Irving, TX 75063
+1 678-847-1225 (cell)

Attorneys (If Known)
Patrick W. Spangler & Michelle T. Olson of Vedder Price P.C.
222 North LaSalle Street Chicago, Illinois 60601
T: +1 312 609 7500

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|---------------------------------------|----------------------------|---------------------------------------------------------------|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input checked="" type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Texas Sabine Pilot Doctrine
Brief description of cause:
Wrongful Termination

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

1,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/12/2017 10-11-17

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE